

TOWNS OF GROTON

INVITATION TO BID

POLICE VEHICLES

BID NUMBER: 17-10

BID OPENING: 2:30 P.M. October 25, 2016

LOCATION: Purchasing Office, Groton Town Hall

ADDRESS: 45 Fort Hill Road, Groton, CT 06340

Bids received after 2:30 P.M. on October 25, 2016 will not be accepted.

Sealed bids will be received by John Piacenza, Purchasing Agent of the Town of Groton, until 2:30 P.M. on October 25,, 2016 for **Police Vehicles** for the Town of Groton listed above in accordance with the following specifications and information.

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TOWN OF GROTON

It is the intent of this “**Invitation to Bid**” to establish a vendor to supply the above-listed municipalities with **Police Vehicles**. The prospective bidder must complete the bid form and company information sheet, but need not return the entire Invitation to Bid. The bidder is not to include any taxes from which the Town is exempted by law. The Town will complete any tax exemption forms that the successful vendor may require if such forms are within the Town's legal parameters.

2. BID SUBMISSION

The proposal shall be submitted to the Office of the Purchasing Agent no later than 2:30 P.M. on October 25, 2016 at which time they will be publicly opened and read aloud. Bids received after that date and time will not be considered by the Town of Groton. Bids must be submitted on the blank forms furnished, and should be in a sealed envelope, addressed to the Office of the Purchasing Agent, marked “**POLICE VEHICLES**” bid number 17-10. PLEASE PROVIDE INFORMATION AND PRICING AS ASKED FOR IN THE BID SPECIFICATIONS. The Town of Groton Purchasing Division shall receipt stamp each bid received. The date of the stamp shall prevail over any postmark date. The Town of Groton assumes no liability for any postal service delays.

3. WITHDRAWAL OF BIDS

No bidder may withdraw their bid for a period of 90 days after the actual date of the bid opening, during which time prices will be firm. Bids may be withdrawn by written authorization only and only if withdrawal request is received one (1) day or more prior to the bid opening. The proposed prices in this bid shall hold through each delivery date indicated.

Costs for the preparation of this proposal are to be borne entirely by the bidders. They shall not in any way be charged to the Town of Groton. All submissions become the property of the Town of Groton to use as required to meet the objectives of this bid.

4. BID BONDS, CERTIFIED CHECKS OR CASHIER'S CHECKS (SEE BID FORM)

When required each bid shall be accompanied by a bid bond signed by a surety company authorized to do business in Connecticut or by a cashier's check or certified check made payable to the Town of Groton. The amount of the bid deposit will be 0% of the total base bid unless otherwise specified.

Bond amount required: 0%

5. PERFORMANCE BOND

If required by the bid specifications, the successful bidder may be required to provide a performance bond. The performance bond shall be made out in favor of the Town of Groton. The performance bond shall be required as security by the successful bidder for faithful performance of his contract. This performance bond shall be required within ten (10) days of the award notification. The performance bond must be written by a surety company licensed to conduct business in the State of Connecticut. The successful bidder, upon failure or refusal to furnish within ten (10) days the required performance bond, shall forfeit their bid deposit to the Town of Groton as liquidated damages.

Bond Amount Required: 0%

6. VENDOR QUALIFICATION

Each Vendor shall present evidence that they are normally engaged in the purveying of the type of materials/equipment or workmanship proposed. The vendor shall make themselves thoroughly familiar with the contents of the notice before submitting his/her proposal. The vendor automatically acknowledges and

accepts all of the provisions, conditions, and specifications of this notice. No proposal shall be considered from vendors who are unable to show that they are normally engaged in the purveying of the type of materials/equipment or workmanship proposed. For any type of service, construction or commodity, the vendor certifies that his product or service meets all local, State and Federal regulations applicable to their product or service. The vendor is responsible for complying with all ordinances, laws and regulations affecting his/her particular product or service and holds the Town of Groton harmless for any claims for damages whether bodily, personal or property due to the avoidance of any requirement of any governing body. All bidders, in order for their proposals to be considered, must not be delinquent on any property tax or fees issued by the Town. Bidders shall certify that neither they nor any business or corporation fully or partially owned by the bidder is not delinquent on Town property taxes or fees.

7. DELIVERY

All prices quoted shall include any and all **shipping, handling, insurance, training, consulting, out of pocket expense**, and any delivery expenses associated with delivering materials and equipment ordered to:

TOWN OF GROTON
POLICE DEPARTMENT
68 GROTON LONG POINT ROAD
GROTON, CT 06340

It is to be assumed that an **inside delivery** is required unless otherwise specified. **The Town of Groton does not have a loading dock and it is required that all vendors be responsible for delivery to the Town of Groton without any type of assistance from Town personnel.)**

DELIVERY: Delivery of the police package vehicles should begin within 4-6 weeks after receipt of order (ARO).

Please provide delivery information on the bid form.

ALL MATERIAL SAFETY DATA SHEETS ARE REQUIRED TO BE DELIVERED WITH THE PRODUCT. ONE (1) COPY MUST ALSO BE SENT TO THE RISK MANAGER'S OFFICE, 45 FORT HILL RD., GROTON, CT. 06340

8. ACCEPTANCE OR REJECTION

The Town reserves the right to accept or reject any and all bids and to waive any minor deviations from our bid requirements if it is in the best interest of the Town to do so.

9. PAYMENT TERMS

The Town agrees to pay for the material/equipment within thirty (30) days after acceptance. Acceptance means 100% delivery of satisfactory merchandise to comply with our specifications. If a vendor wishes to offer a prepayment discount he/she must provide a separate sheet with his/her bid showing the terms of the discount and the advantage to the Town of Groton in accepting this prepayment discount. Prepayment in no way forfeits any right of the Town to complete satisfaction with the purchase nor does it relieve the vendor of any responsibility to perform as required in the bid document.

10. SUPPLEMENTAL INFORMATION

The vendor must submit with their bid the detailed specifications, descriptive literature and all necessary details on the material/equipment they propose to furnish in order that the Town may have full information available when analyzing the bids. In cases where an item is identified by a manufacturer's name, trade name, catalog number or reference it is understood that the bidder proposes to furnish the item so identified and does not propose to furnish an "equal" unless the proposed "equal" is identified. The reference to the manufacturer's name, trade name or catalog number is intended to be descriptive, not restrictive and is used to indicate to the prospective bidder articles that will be satisfactory. Bids on other makes will be considered provided the bidder clearly states the item being proposed is an exception but an equal on the bid form. The Purchasing Agent reserves the right to approve as an equal or to reject as not being equal any article that the bidder proposes to furnish which contains major or minor variations from the specification requirements.

11. MULTIPLE BIDS

No bidder will be allowed to offer more than one bid price on each item even though alternate models or styles may meet the specifications. Alternates will be considered only if requested by the Town of Groton.

12. EXCEPTIONS TO SPECIFICATIONS

If the material/equipment offered differs from the provisions contained in this specification, such differences must be explained in detail on the sheets attached to this bid and if such deviations do not depart from the intent of this notice and are in the best interest of the Town, the bid will receive careful consideration. The absence of written deviations will hold the bidder strictly accountable to the Town of Groton to the specifications as written.

13. TESTS

Before approval, the Town Manager or his agent, shall have the right to inspect and test the materials and equipment furnished in accordance with this notice. When samples are required from bidders receiving the award, the samples may be retained by the Town of Groton until the delivery of the bid items. Bidders whose samples are retained may pick them up after the delivery of the bid items has been accepted by the Town. Bidders shall be responsible for delivery and removal of samples. Cost of delivery and removal of samples is to be the responsibility of the bidder. All samples are to be marked "Samples" and delivered to the purchasing office. The package must indicate the name of the bidder, item enclosed and the bid number. Failure to properly identify the samples relieves the Town from any responsibility for their safe return and may disqualify the bidder from bidding.

14. INQUIRIES

Any inquiries regarding the bidding procedures shall be directed to: JOHN F. PIACENZA, PURCHASING AGENT, (860) 441-6681. Technical questions shall be directed to: LIEUTENANT JAMES BEE, (860) 441-6718. Pricing shall not be discussed with any individual in the Town other than the Purchasing Agent. Once a bid date has been established only questions relevant to the technical aspects of the bid or how to properly complete the bid form may be addressed. Any vendor contacting any individual other than those named in this section may have their bid rejected by the Purchasing Agent. If addenda clarifying the bid or providing additional information to bidders are necessary the Purchasing Agent of the Town can, at his option, extend the date of the bid opening. It is assumed that each vendor submitting a bid will have made themselves familiar with the requirements of the specifications and requested an on-site review if necessary so that his/her bid is all inclusive as per the intent of the specifications.

15. MATERIALS AND EQUIPMENT

All materials/equipment shall be furnished complete and ready for use as indicated in specifications.. Any materials/equipment not specifically mentioned herein, but which is necessary for the successful installation and/or operation of the systems shall be specified and quoted by the bidder.

16. GUARANTEE

The bidder guarantees that all articles offered for sale fully comply with the specifications. All expenses covering return of and replacement of defective or improper merchandise will be assumed by the vendor. In no instance shall the vendor refer the Town to any distributor or manufacturer for settlement of any claim arising from defective or improper merchandise. If the vendor shall fail to replace or repair any defective or improper merchandise within 30 days from date of notice, the Town may make the necessary corrective arrangements and deduct the cost from money due the vendor or bill the vendor. The vendor agrees to reimburse the Town in such instances. Samples of any warranties or guarantees which will apply to the goods being offered for sale shall be included as part of this bid.

17. BASIS FOR SELECTION OF VENDOR

The Purchasing Office reserves the right to reject the bid of a bidder who has previously failed to perform properly or complete on time bids of a similar nature or a bid of a bidder who upon investigation by the Town has shown that he/she is not in a position to perform the contract. The Town's review procedure in evaluating the bids received will include, but not be limited to, performance review, warranties, maintenance contract content, costs and availability, installation costs, reputation of manufacturer, qualification and experience of personnel, understanding of assignment and work plan, and previous experience. A demonstration of your product may also be required by the Town. All of this will be used in order to determine the **LOWEST** responsive bidder for the project or purchase. References are required for this project. Please attach a list of references with names and phone numbers to the bid form.

18. QUANTITY/CONTRACT LENGTH

The Town of Groton reserves the right to purchase more or less than the quantity of items specified or may withdraw any or all requested items. Vendors are advised that the contract may be awarded in whole or in part. The Town of Groton is not bound to accept a proposal in its entirety. The Town of Groton may cancel this contract at any time if in the opinion of the Town the firm is not performing as stated in the specifications.

19. TIE BIDS

If two (2) or more bidders submit identical bids and are equally qualified, the decision of the Town to make award to one or more of such bidders shall be final. The Town, after determining that each bidder would provide equal benefit to the Town, shall set a separate date for a public drawing to determine the bidder that will be awarded the contract. The bidders involved will be notified in writing of when this drawing will be and will be notified in writing of the chosen vendor.

20. AVAILABILITY OF FUNDS

A bid or contract shall be considered executory only to the extent of appropriation available to each agency for the purchase of such articles. The Town's extended obligation on these contracts that anticipate extended funding through successive fiscal periods shall be contingent upon actual appropriations for the following fiscal years. Any bid or contract let for more than one fiscal period is also contingent upon performance of the vendor meeting the specifications. If, in the determination of the Town of Groton, a vendor is not meeting the requirement of the specifications the Town may terminate the bid or contract with 30 days written notice to the vendor. This can occur at any time during the contract period.

21. BID ALTERATIONS/SIDETRACK AGREEMENTS

No alterations or sidetrack agreements changing the specifications shall be valid unless made in writing to the Town and signed by the Purchasing Agent and department head. This agreement must be sent to the Purchasing Agent of the Town of Groton for consideration and review.

22. ALTERNATIVE/RECYCLED PRODUCTS

Wherever possible, the Town of Groton would like to receive quotes from vendors on products that are environmentally safe, in that they do not contain toxic chemicals as identified under Subpart z. of the OSHA "Right to Know" standard, or products that contain recycled material and post-consumer material, or re-refined motor oils, etc. We would like to purchase products that do not require special disposal requirements or respirator requirements where possible and are not harmful to others, including animals. If these products could be supplied as an alternative to what is being requested please provide a special sheet attached to the bid form showing the price of the item, the item being substituted and the new or alternative product. Please also supply the manufacturer's literature describing the product and its uses. IF POSSIBLE, AND IF NOT INFLUENCING THE COST

IN ANY WAY THE TOWN OF GROTON WOULD LIKE TO RECEIVE ALL PROPOSALS ON PAPER AND IN BINDERS MEETING OR EXCEEDING THE EPA GUIDELINES FOR PAPER. THIS SHOULD BE SO NOTED ON YOUR PROPOSAL IF YOU COMPLY.

PLEASE PROVIDE A SEPARATE SECTION ATTACHED TO THE BID FORM IF YOU WOULD SUGGEST USING REMANUFACTURED OR RECYCLED PRODUCTS FOR THIS PROJECT. ANY SUBSTITUTION OF A PRODUCT OF THIS TYPE MUST MEET PROVEN CONSTRUCTION STANDARDS AS RECOGNIZED BY THE STATE AND FEDERAL GOVERNMENT.

23. OTHER

The Town of Groton is eligible in most cases to receive GSA pricing and Federal and State contract pricing options. Each bidder should check with the applicable State or Federal Agency to determine if the government pricing for such commodities has been extended to political subdivisions.

The Town of Groton is an Affirmative Action/Equal Employment Opportunity Employer. The Town of Groton and any vendor awarded this project shall comply with the regulations of the United States Department of Transportation (Title 49, Code of Federal Regulations, Part 21), issued in implementation of Title VI of the Civil Rights Act of 1964, 78 Statute, 252, 42 United States code 2000d to 2000d-4. Further, the Town of Groton and any vendor awarded this contract warrants that in the performance of this project, it will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religion, national origin, sex or physical disability, including, but not limited to blindness, unless it is shown to be that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States, or the State of Connecticut, and further agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission concerning the employment practices and procedures of the Town of Groton and any vendor awarded this contract as related to the provisions of this section. (Section 4-114a of the General Statutes of Connecticut as revised.)

The Town of Groton shall follow the State of Connecticut Department of Transportation minority business affirmative action program as approved by the United States Department of Transportation.

The Town of Groton accepts no liability for the product until it is completely received and installed on the Town of Groton's premises. All vendors are responsible for the equipment while in transit to the Town of Groton.

The Town of Groton has extensive insurance requirements that must be met for certain services. If insurance is required it will be so stated on the bid form and all vendors are expected to meet those requirements in full by providing a certificate of insurance at least ten(10) days prior to the start of any contract or service by the vendor awarded the bid. Any vendor unable to provide the required insurance shall forfeit his right to the bid award and the Town will reject his bid. The vendor is required to maintain insurance for delivery and handling until the units are signed for by the Town of Groton representative. THE TOWN OF GROTON DOES NOT ASSUME ANY RESPONSIBILITY FOR THE EQUIPMENT UNTIL IT IS ON SITE AND IN THE CARE, CUSTODY AND CONTROL OF THE TOWN. THE VENDOR IS RESPONSIBLE FOR THE PRODUCT LIABILITY COVERAGE. THE VENDOR MUST HAVE EVIDENCE OF WORKER'S COMPENSATION COVERAGE IF HIS EMPLOYEES ARE DELIVERING THE ITEMS. IF THE VENDOR CONTRACTS WITH A FIRM, THAT DELIVERY FIRM IS THE RESPONSIBILITY OF THE VENDOR DURING ALL DELIVERY TO THE TOWN OF GROTON FACILITY AND UNTIL THE DELIVERY VEHICLE AND INDIVIDUALS LEAVE THE TOWN OF GROTON PREMISES.

**ATTACHMENT FOR CONTRACTORS
TOWN OF GROTON
"OSHA LOCK OUT TAG OUT STANDARD REQUIREMENTS"
HAZARD COMMUNICATION REQUIREMENTS**

HAZARDOUS COMMUNICATION: The Town of Groton requires that any vendor or contractor using hazardous materials or any material that would fall under the OSHA "Right to Know" standard provide a list to the Town of Groton of those materials that will be used while on Town property as well as the material safety data sheets for those products. Conversely, the Town of Groton shall inform the Contractor of where the "Employee Right to Know" station is in the area where they are working so that the Contractor's employees can be aware of any substances that they may encounter while working within the Town of Groton workplace.

LOCK-OUT TAG-OUT STANDARD: The Town of Groton requires that any contractor that maintains or is hired to work on any Town equipment abide by the OSHA "Lock Out Tag Out" standard. The Contractor must provide his worker's with locks, hasps and keys approved by OSHA for the proper locking and tagging out of equipment from its power source according to the OSHA standard. The Town of Groton is not responsible for providing the Contractor with the locks and hasps. The Contractor is responsible for complying with this standard and assuring that all of his employees comply with it while working on Town of Groton equipment. The Town requires that any Contractor's equipment brought onto Town property by the Contractor be properly locked or tagged out from its power source in accordance with the OSHA standard.

The Town of Groton does maintain a bidder's list of qualified vendors. The Town may, at its option, mail specifications to these bidders as a courtesy. The Town is under no obligation to notify vendors of bid opening dates. The Town of Groton publishes its Invitations to Bid and Requests for Proposals on its website as well as the State of Connecticut Department of Administrative Services' website. .

The Town of Groton does not discriminate against individuals with disabilities as provided in the Americans with Disabilities Act (ADA). The Town expects that the vendors and/or contractors that it does business with will comply with the Americans with Disabilities Act to the extent required by law. If awarded a contract with the Town, the successful vendor/contractor will be required to sign a statement agreeing to comply with the provisions of the ADA.

I AGREE TO COMPLY WITH THE AMERICANS WITH DISABILITIES ACT (ADA) TO THE EXTENT REQUIRED BY LAW.

VENDOR/CONTRACTOR

The following information is requested by the Town of Groton. You are not required to answer these questions.

Has your business been in existence for one (1) full year?

Is your company based in Connecticut?

Have the gross receipts for your company been less than \$3,000,000 for the most recently completed fiscal year?

Is 51% or more of the stock in the company owned by a person or persons who are minorities as defined in sec 32-9n of the Connecticut General Statutes?

Do minorities/women play an active role in the day-to-day affairs of the business?

COMPANY_____

REPRESENTATIVE_____

PHONE_____

ADDRESS_____

EMAIL ADDRESS_____

PLEASE PROVIDE TRADE-IN VALUES FOR THE FOLLOWING VEHICLES:

MARKED VEHICLES

<u>MARKER #</u>	<u>YEAR/MAKE</u>	<u>VEHICLE ID#</u>	<u>MILEAGE</u>	<u>PRICE</u>
1. 7 GRO	2011 FORD CROWN VIC	2FABP7BV3BX107575	93,962	\$_____
2. 10 GRO	2011 FORD CROWN VIC	2FABP7BVXBX172374	99,887	\$_____
3. 18 GRO	2011 FORD CROWN VIC	2FABP7BV1BX172330	111,307	\$_____

BID FORM

2017 VEHICLES

TOWN OF GROTON

TOTAL COST TO THE TOWN OF GROTON FOR THREE (3) NEW 2017 FORD
POLICE INTERCEPTOR UTILITY VEHICLES WITH AWD PER
SPECIFICATIONS.

\$_____

DELIVERY (WEEKS ARO)_____

TOTAL COST TO THE TOWN OF GROTON FOR ONE (1) NEW 2017 FORD
POLICE INTERCEPTOR SEDAN WITH AWD PER SPECIFICATIONS.

\$_____

DELIVERY (WEEKS ARO)_____

